



**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-52 Electronic Commerce Services
Special Item No. 132-53 Wireless Services

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

SIN 132-53 – WIRELESS SERVICES

Cellular/PCS Voice Services

Sprint Communications Company, L.P.

12524 Sunrise Valley Drive
Reston, VA 20196
703-592-8759
www.sprint.com/business

Contract Number:

GS-35F-0329L

Period Covered by Contract:

April 6, 2001 through April 6, 2011

Extension through October 5, 2011

General Services Administration
Federal Supply Service

Pricelist current through Modification PA-0187, dated September 2, 2011.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Ordering activities can browse GSA's *Advantage!* by accessing GSA's Home Page via Internet at www.gsa.gov.

TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES.....	3
TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)	10
SPRINT DEDICATED INTERNET ACCESS PRODUCT ANNEX	14
SIN 132-52 - Dedicated Internet Access Port Pricing	16
SPRINT GLOBAL MULTIPROTOCOL LABEL SWITCHING (MPLS) VPN PRODUCT ANNEX.....	17
SIN 132-52 - Global Multiprotocol Label Switching (MPLS) Port Pricing	21
TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM 132-53).....	24
SPRINT WIRELESS SERVICES PRODUCT ANNEX	26
SIN 132-53 PRICELIST.....	37
VOICE SERVICE PLANS	38
BUNDLED VOICE AND DATA SERVICE PLANS	40
VOICE AND DATA VALUE ADDED FEATURE PLANS.....	42
MOBILE BROADBAND DATA PLANS	44
WIRELESS DATA ACCESS PLANS	51
COVERAGE ENHANCEMENT PLANS.....	53
MOBILE APPLICATION SOLUTIONS	54
SPRINT MOBILE INTEGRATION	57
SPRINT MOBILE INTEGRATION PRODUCT ANNEX	57
EMERGENCY RESPONSE TEAM GO-KIT™ PLANS	62
EMERGENCY RESPONSE TEAM GO-KIT™ PRODUCT ANNEX.....	62
SMALL BUSINESS PARTICIPATION.....	67
BPA AGREEMENT	68
CONTRACTOR TEAM ARRANGEMENTS	71

INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. **GEOGRAPHIC SCOPE OF CONTRACT:**

The Geographic Scope of Contract will be domestic delivery only.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

2. **CONTRACTOR'S ORDERING AND PAYMENT ADDRESS:**

Ordering Only:

Sprint Communications Company, L.P.

Public Sector VARESA0208

ATTN: Marianne Adams, Program Manager

12502 Sunrise Valley Drive

Reston, VA 20196

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: (703) 592-8759

3. **LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **STATISTICAL DATA FOR GOVERNMENT ORDERING ACTIVITY COMPLETION OF STANDARD FORM 279**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS): 60-349-3677

Block 30: Type of Contractor: Large Business

Block 31: Woman-Owned Small Business: No

Block 36: Contractor's Taxpayer Identification Number (TIN): 43-1408007

- 4a. **CAGE CODE: For SIN 132-52 -0J4K8, For SIN 132-53 – 5WP63**
4b. Contractor **has** registered with the Central Contractor Registration Database.

5. **FOB DESTINATION**

When deliveries are made to destinations outside the 48 contiguous States, i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, and are not covered the following conditions will apply:

- (1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the ordering activity from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering activity. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.
- (2) The right is reserved to ordering activities to furnish ordering activity bills of lading.

Ordering activities will be required to pay differential between freight charges and express charges where express deliveries are desired by the ordering activity.

6. **DELIVERY SCHEDULE**

- a. **Time of Delivery:** The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

**Items or Groups
of Items (SIN or
Nomenclature)**

**Delivery Time
(Days ARO)**

132-52

As negotiated between Contractor and ordering activity.

132-53

30 days

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None - NET 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Ordering Activity Educational Institutions: Ordering Activity Educational Institutions are offered the same discounts as all other ordering activity customers.

8. **TRADE AGREEMENTS ACT OF 1979, AS AMENDED:** All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.
9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Export packing is available at extra cost outside the scope of this contract.
10. **SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is \$100.00.
11. **MAXIMUM ORDER:** (All dollar amounts are exclusive of any discount for prompt payment.)
a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-52 - Electronic Commerce (EC) Services
Special Item Number 132-53 – Wireless Services
12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.
- 13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.
14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate)

15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4).
16. **GSA ADVANTAGE!:** *GSA Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:
- (a) Manufacturer
 - (b) Manufacturer's Part Number; and
 - (c) Product category(ies).

Ordering activities can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex: NetScape). The Internet address is <http://www.gsaadvantage.gov>.

17. **PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule Contract.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the contractor, the ordering activity may provide the contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.sprint.com/business. The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

a. The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

<p style="text-align: center;">TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)</p>

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- c. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

9. INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- i) The offeror;
- ii) Subcontractors; and/or
- iii) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

14. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

15. DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of EC Service offered under Special Item Number 132-52 Electronic Commerce. Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers.
- b. Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

SPRINT DEDICATED INTERNET ACCESS PRODUCT ANNEX

The following terms and conditions, together with the Sprint Master Services Agreement, Custom Service Agreement or other Sprint agreement ("Agreement") and the Sprint Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") will govern Sprint's provision and Customer's use of Sprint Dedicated Internet Access (the "Services") specified in the applicable order ("Order").

1. **Services Description.** Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink").
2. **Order Term.** The initial Order Term for the Services will be stated in the Order and will begin on the first day of the billing month following the date the Services are installed and available to Customer. At the end of the initial Order Term, the term will renew on a month-to-month basis. Either party may terminate the Order at the end of the initial term or during a renewal term by providing the other party 30 days' prior written notice.
3. **Internet Service Providers ("ISPs").** ISPs may use the Services to provide Internet access to their customers. If Customer is or becomes an ISP, Sprint's Internet Service Providers Product Annex will apply.
4. **Primary Service Component(s).** The primary service component for the Services is a Port. A Port is the physical entrance to the Sprint network.
 - 4.1 **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a monthly charge for each Port. For monthly charges, Sprint offers both fixed rate (Monthly Recurring Charge or "MRC") and usage-based (Burstable) Port pricing. For Burstable Port pricing, Sprint will provide Customer with a full Port at a given bandwidth and will charge Customer a variable monthly charge based on Customer's sustained Port utilization. Sprint will determine Customer's Port utilization and charges at the end of each month. Additional information regarding Sprint's Port utilization computation is available upon request.
 - 4.2 **Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
 - 4.3 **Additional Port Terms and Conditions.** Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.
5. **Additional Required Components.** The Services also require Customer to have the following:
 - 5.1. **Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities.
 - 5.2. **Customer Premise Equipment ("CPE").** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:
 - A. **Channel Service Unit/ Digital Service Unit ("CSU/DSU").** Access services may require a single CSU/DSU, multiple CSU/DSUs, or an internal router card with CSU/DSU functionality, depending on the access bandwidth and desired configuration. Customer-provided CSU/DSUs must be Sprint-certified to be used with the Services.
 - B. **Routers.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including

configuration, maintenance, and management. If Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.

6. **Domain Name Service.** Domain Name Service ("DNS") is an Internet standard that resolves (converts) textual Internet domain names into their numeric IP address counterparts. Sprint operates and manages name servers that host Customer's domain names and resolve IP address to domain name requests (and vice versa). Upon Customer's request, Sprint will provide Customer free primary DNS for a maximum of 5 second-level domain names and free secondary DNS up to 50 zones. Additional domains may be available at the then current additional charge. DNS is not available to ISPs, and Customer must have at least one Port on the Sprint IP backbone to receive this service.
7. **Invoicing** MRCs are billed in advance for all services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service. The usage-based charges above and beyond MRCs are billed in arrears.
8. **Network Monitoring**
 - 8.1. As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer's issues 24 hours a day, 365 days a year. Customer may elect to purchase additional monitoring and management services as described in Section 9 below.
 - 8.2. Sprint will provide a trouble ticket number from Sprint's automated Trouble Reporting System ("TRS") to Customer's help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer's representatives apprised of the status of service restoration actions.
9. **Enhanced Monitoring and Managed Services.** For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:
 - 9.1. **Sprint Managed Network Services.** These services include a comprehensive suite of management and implementation services that support multi-protocol Wide Area Networks (WANs) and Local Area Networks (LANs) utilizing Sprint and non-Sprint provided transport services. These services support customer premises-based routers, IP-VPN devices, switches, hubs, servers, and applications worldwide. Sprint Managed Network Services is comprised of engineering, design, and implementation of customer networks, including WAN transport; LANs and CPE; day-to-day operational support; configuration management; network and CPE monitoring; proactive notification; fault management; trouble resolution; and network and device performance reporting.
 - 9.2. **Sprint E-mail Protection Services.** These services provide inbound and outbound content blocking, policy management, anti-virus and spam management (including message quarantine service), disaster recovery, outbound anti-virus management and SMTP Services, web reports, and web administration.
 - 9.3. **Sprint Managed Security Services.** These services include a comprehensive suite of management and implementation services that support security related functionality. The services support firewall, intrusion detection and prevention services, DDOS detection and mitigation, and URL and content filtering. Customer entitlements include engineering; design and implementation of services; day-to-day operational support; configuration management; security event monitoring; proactive notification; fault management; trouble resolution; and network and security event reporting.
10. **Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.

SIN 132-52 Dedicated Internet Access Port Pricing

SIN	Product Description	GSA Monthly Port Price	Installation
132-52	64 Kbs	\$226.70	\$1,000.00
132-52	128 Kbs	\$340.05	\$1,000.00
132-52	256 Kbs	\$472.29	\$1,000.00
132-52	384 Kbs	\$566.75	\$1,000.00
132-52	512 Kbs	\$642.32	\$1,000.00
132-52	768 Kbs	\$717.88	\$1,000.00
132-52	1024 Kbs	\$736.78	\$1,000.00
132-52	1.536 Mbs (DS1)	\$755.67	\$1,000.00
132-52	2048 Kbs (e1)	\$755.67	\$1,000.00
132-52	2 DS1 Ports - 3M	\$982.37	\$2,000.00
132-52	3 DS1 Ports - 4.5M	\$1,209.07	\$2,000.00
132-52	4 DS1 Ports - 6M	\$2,191.44	\$2,000.00
132-52	5 DS1 Ports - 7.5M	\$2,267.00	\$2,000.00
132-52	6 DS1 Ports - 9M	\$2,418.14	\$2,000.00
132-52	7 DS1 Ports - 10.5M	\$2,569.27	\$2,000.00
132-52	8 DS1 Ports - 12M	\$2,720.40	\$2,000.00
132-52	6 Mbs Frac DS3	\$2,191.44	\$6,000.00
132-52	9 Mbs Frac DS3	\$2,418.14	\$6,000.00
132-52	12 Mbs Frac DS3	\$2,720.40	\$6,000.00
132-52	15 Mbs Frac DS3	\$2,947.10	\$6,000.00
132-52	18 Mbs Frac DS3	\$3,324.94	\$6,000.00
132-52	22 Mbs Frac DS3	\$3,551.64	\$6,000.00
132-52	25 Mbs Frac DS3	\$3,853.90	\$6,000.00
132-52	28 Mbs Frac DS3	\$4,080.60	\$6,000.00
132-52	31 Mbs Frac DS3	\$4,156.17	\$6,000.00
132-52	34 Mbs Frac DS3	\$4,382.87	\$6,000.00
132-52	45 Mbs DS3	\$5,289.67	\$6,000.00
132-52	155 Mbs OC3	\$15,113.35	\$6,000.00
132-52	OC12 IP	\$52,896.73	\$12,000.00
132-52	OC48 IP	\$120,906.80	\$18,000.00

SPRINT GLOBAL MULTIPROTOCOL LABEL SWITCHING (MPLS) VIRTUAL PRIVATE NETWORK (VPN) PRODUCT ANNEX

The following terms and conditions, together with the Sprint Master Services Agreement, Custom Service Agreement or other Sprint agreement ("Agreement") and the Sprint Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions") will govern Sprint's provision and Customer's use of the Sprint Global MPLS VPN Service (the "Services") specified in the applicable order form ("Order").

1. **Services Description.** Sprint's Multiprotocol Label Switching Virtual Private Network ("MPLS VPN") solution is a network-based IP VPN available globally across Sprint's IP/MPLS backbone. This solution provides customers with a secure IP VPN solution with any-to-any intranet connectivity and a private means by which to connect their enterprise sites. In addition, customers can purchase Value Added Services ("VAS"), such as Secure Internet Access with Network-based Firewall, all on the same underlying network infrastructure.
2. **Order Term.** The initial Order Term for the Services will be stated on the Order and will begin on the first day of the billing month following the date Services are installed and available to Customer. At the end of the initial Order Term, the term will renew on a month-to-month basis. Either party may terminate the Order at the end of the initial term or during a renewal term by providing the other party 30 days' prior written notice.
3. **Primary Service Components.** The primary service components for the Services are as follows:
 - 3.1 **Global MPLS VPN Port(s).** A Port is the physical entrance to the Sprint network.
 - A. **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a monthly charge for each Services Port, including all sub-elements or configurable attributes to the Port. The Network Design Document and Port Order will specify the sub-elements or configurable attributes to the Port (e.g. Port speed, link protocol, routing protocol, VRF policy, Class of Service (for DS3/E3 and below), and where Customer requests, Multicast VPN). For monthly charges, Sprint offers both fixed rate (Monthly Recurring Charge or "MRC") and usage-based (Burstable) Port pricing. For Burstable Port pricing, Sprint will provide Customer with a full Port at a given bandwidth and will charge Customer a variable monthly charge based on Customer's sustained Port utilization. Sprint will determine Customer's Port utilization and charges at the end of each month. Additional information regarding Sprint's Port utilization computation is available upon request.
 - B. **Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
 - C. **Additional Port Terms and Conditions.** Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.
 - 3.2 **Digital Signature Client Software.** This software is used to encrypt email communication between Customer and Sprint regarding service requests. Sprint will provide Customer digital certificates and digital signature client software licenses for 2 Customer points of contact at no charge. If Customer requires more than 2 software licenses, Customer may purchase additional licenses from Sprint at Sprint's then-current list rate. If Customer purchases Sprint Managed Network Services, Customer will receive 2 additional licenses at no charge.
4. **Additional Required Components.** The Services also require Customer to have the following:
 - 4.1. **Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities.

- 4.2. Customer Premise Equipment (“CPE”).** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:
- A. Routers.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. In addition, if Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.
- 5. MPLS over Digital Subscriber Line (“DSL”).** Customer sites may qualify for alternate access via MPLS DSL. This eliminates the need for a MPLS Port and access at the qualifying site. MPLS DSL sites may communicate freely with other MPLS DSL and MPLS locations. Customer must have at least one MPLS Port in its network.
- 6. Value-added Services.** Sprint provides Value-added Services (“VAS”) that Customer may opt to purchase as part of its Global MPLS VPN solution. VAS have both a monthly charge and an NRC. For monthly charges, Sprint offers both fixed rate and variable (usage-based) VAS pricing. For usage-based VAS pricing, the monthly charge will vary based on the aggregate bandwidth Customer utilizes each month. Customer must select either fixed rate or usage-based pricing for its entire network.
- 6.1.** The following VAS are Network-based:
- A. Secure Internet Access (“SIA”) with Network-based Firewall.** Regional VAS gateways provide secure access from the Services to the Internet. Each site in Customer’s Global MPLS VPN will receive Internet access secured by a stateful inspection firewall located within Sprint’s network.
- B. Remote Access Service (“RAS”).** RAS allows Customer’s employees or users to obtain remote access to the Services through the use of a VPN client. This client is installed on an employee’s or user’s laptop and builds an IPSec tunnel back to a VAS gateway to enable employees or users to run corporate applications while away from the office.
- C. Virtual System (VSYS).** A VSYS is a subdivision of the main system that appears to the user to be a stand-alone entity. An additional VSYS will be required when the default number of VSYS provisioned for the customer is not sufficient.
- D. Zone.** A zone is a segment of network space to which security measures are applied. Additional zones could be required to make the network security design more granular without deploying multiple security appliances.
- E. Policy.** A policy provides a protection mechanism for the firewall allowing traffic to be passed on source/destination zone, source/destination IP address, ports and protocols. A policy, also known as a rule, or set of policies will be required in case of a complex customer firewall for which the default number of policies is not sufficient.
- 6.2** The following VAS are site based:
- A. IPSec Half Tunnel.** Internet Protocol Security (“IPSec”) Half Tunnel is for customers who have sites outside Sprint’s footprint or have the need to securely communicate with a select audience outside of their organization. IPSec Half Tunnel allows Customer to connect to the Services using Sprint’s Managed CPE-based IP VPN, which can be used at locations where Customer has existing dedicated internet access from Sprint or from another service provider. Alternatively, Customer or a third party can elect to manage the CPE-based IP VPN device. In a Sprint-managed solution, Sprint will design, implement, maintain, and manage hardware at CPE-based IP VPN locations, providing a complete end-to-end VPN solution.
- 7. Invoicing.** MRCs are billed in advance for all services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service. The usage-based charges above and beyond MRCs are billed in arrears.

8. Customer Responsibilities

8.1. Multicast VPN

A. If Customer requests Multicast VPN, the following are Customer's responsibilities:

- (1)** Customer must run its own rendezvous points (depending on the protocol it is using) and servers. Sprint does not provide (or have) rendezvous points for Multicast VPNs. The Sprint network is essentially invisible to Customer.
- (2)** Customer must provide its own Multicast addresses. Sprint makes no restrictions on addresses, but Multicast is limited to the Class D range (224.0.0.0 - 239.255.255.255).
- (3)** Except for verifying that Multicast traffic is coming in on one router and exiting on the other side, Customer must manage Multicast. In other words, Sprint will verify that Multicast traffic is coming from Customer and that Sprint is sending Multicast to Customer on the other side. Sprint will not be able to access Customer's Multicast transmissions and will not be able to verify that the transmissions are successfully working.

8.2. IPSec Half Tunnels

A. If Customer elects to manage the CPE-based IP VPN device, the following are Customer's responsibilities:

- (1)** Customer must coordinate communication between Sprint and any third parties involved in managing Customer's network or with the partner who is using the Half Tunnel connection.
- (2)** Customer must participate and support the service delivery objectives in the provisioning of the Half Tunnels and any associated transport orders.
- (3)** Customer must monitor Customer-managed IP VPN devices.
- (4)** Customer is responsible for repairing any issues or outages with Customer-managed devices.

9. Network Monitoring

9.1. As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer's issues 24 hours a day, 365 days a year. Customer may elect to purchase additional monitoring and management services as described in Section 10 below.

9.2. Sprint will provide a trouble ticket number from Sprint's automated Trouble Reporting System ("TRS") to Customer's help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer's representatives apprised of the status of service restoration actions.

10. Enhanced Monitoring and Managed Services. For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:

10.1 Managed Network Services. These services include a comprehensive suite of management and implementation services that support multi-protocol Wide Area Networks (WANs) and Local Area Networks (LANs) utilizing Sprint and non-Sprint provided transport services. These services support customer premises-based routers, IP-VPN devices, switches, hubs, servers, and applications worldwide. Sprint Managed Network Services is comprised of engineering, design, and implementation of customer networks, including WAN transport; LANs and CPE; day-to-day operational support; configuration management; network and CPE monitoring; proactive notification; fault management; trouble resolution; and network and device performance reporting.

- 10.2 Sprint E-mail Protection Services.** These services provide inbound and outbound content blocking, policy management, anti-virus and spam management (including message quarantine service), disaster recovery, outbound anti-virus management and SMTP Services, web reports, and web administration.
- 10.3 Managed Security Services.** These services include a comprehensive suite of management and implementation services that support security related functionality. The services support firewall, intrusion detection and prevention services, DDOS detection and mitigation, and URL and content filtering. Customer entitlements include engineering; design and implementation of services; day-to-day operational support; configuration management; security event monitoring; proactive notification; fault management; trouble resolution; and network and security event reporting.
- 11. Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.

SIN 132-52 - Global Multiprotocol Label Switching Port Pricing

SIN	Product Description	GSA Monthly Port Price	Installation
DOMESTIC - 48 Contiguous United States			
	T-1		
132-52	64k	\$226.70	\$750
132-52	128k	\$340.05	\$1,000
132-52	256k	\$472.29	\$1,000
132-52	384k	\$566.75	\$1,000
132-52	512k	\$642.32	\$1,000
132-52	768k	\$717.88	\$1,000
132-52	1024k	\$736.78	\$1,000
132-52	1536k	\$755.67	\$1,000
132-52	2048k (E1)	\$906.80	\$1,000
	MultiMeg		
132-52	2xDS1 (3MM)	\$1,473.55	\$2,000
132-52	3xDS1 (4.5MM)	\$2,153.65	\$2,000
132-52	4xDS1 (6MM)	\$2,833.75	\$2,000
132-52	5xDS1 (7.5MM)	\$3,249.37	\$2,000
132-52	6xDS1 (9MM)	\$3,702.77	\$2,000
132-52	7xDS1 (10.5MM)	\$4,080.60	\$2,000
132-52	8xDS1 (12MM)	\$4,534.01	\$2,000
	DS3		
132-52	FRAC DS3 (6M)	\$2,833.75	\$6,000
132-52	FRAC DS3 (9M)	\$3,702.77	\$6,000
132-52	FRAC DS3 (12M)	\$4,534.01	\$6,000
132-52	FRAC DS3 (15M)	\$5,214.11	\$6,000
132-52	FRAC DS3 (18M)	\$5,516.37	\$6,000
132-52	FRAC DS3 (22M)	\$5,818.64	\$6,000
132-52	FRAC DS3 (25M)	\$6,120.91	\$6,000
132-52	FRAC DS3 (28M)	\$6,423.17	\$6,000
132-52	FRAC DS3 (31M)	\$6,649.87	\$6,000
132-52	FRAC DS3 (34M)	\$6,952.14	\$6,000
132-52	DS3	\$7,556.68	\$6,000
	OC3		
132-52	FRAC OC3 (50M)	\$11,335.01	\$12,000
132-52	FRAC OC3 (60M)	\$12,846.35	\$12,000
132-52	FRAC OC3 (80M)	\$14,357.68	\$12,000
132-52	FRAC OC3 (100M)	\$16,624.69	\$12,000
132-52	OC3	\$22,670.03	\$12,000
	OC12		
132-52	FRAC OC12 (200M)	\$34,005.04	\$18,000
132-52	FRAC OC12 (250M)	\$37,783.38	\$18,000
132-52	FRAC OC12 (300M)	\$41,561.71	\$18,000
132-52	FRAC OC12 (350M)	\$45,340.05	\$18,000
132-52	FRAC OC12 (400M)	\$49,118.39	\$18,000

132-52	OC12	\$68,010.08	\$18,000
SIN	Product Description	GSA Monthly Port Price	Installation
	OC48		
132-52	OC48	\$204,030.23	\$24,000
	Ethernet - 10M		
132-52	FastE (2M)	\$1,435.77	\$6,000
132-52	FastE (4M)	\$1,511.34	\$6,000
132-52	FastE (5M)	\$1,586.90	\$6,000
132-52	FastE (6M)	\$1,662.47	\$6,000
132-52	FastE (8M)	\$1,738.04	\$6,000
132-52	FastE (10M)	\$1,813.60	\$6,000
	Ethernet - 100M		
132-52	FastE (20M)	\$6,045.34	\$12,000
132-52	FastE (30M)	\$7,556.68	\$12,000
132-52	FastE (40M)	\$9,068.01	\$12,000
132-52	FastE (50M)	\$10,579.35	\$12,000
132-52	FastE (60M)	\$12,090.68	\$12,000
132-52	FastE (100M)	\$15,869.02	\$12,000
	Ethernet - 1000M		
132-52	GigE (200M)	\$36,272.04	\$24,000
132-52	GigE (300M)	\$43,828.72	\$24,000
132-52	GigE (400M)	\$51,385.39	\$24,000
132-52	GigE (500M)	\$58,942.07	\$24,000
132-52	GigE (600M)	\$66,498.74	\$24,000
132-52	GigE (1000M)	\$98,236.78	\$24,000
Hawaii and Puerto Rico			
	T-1		
132-52	56k	\$226.70	\$750
132-52	64k	\$226.70	\$750
132-52	128k	\$340.05	\$1,000
132-52	256k	\$472.29	\$1,000
132-52	384k	\$566.75	\$1,000
132-52	512k	\$642.32	\$1,000
132-52	768k	\$717.88	\$1,000
132-52	1024k	\$736.78	\$1,000
132-52	1536k	\$755.67	\$1,000
	MultiMeg		
132-52	2xDS1 (3MM)	\$1,473.55	\$2,000
132-52	3xDS1 (4.5MM)	\$2,153.65	\$2,000
132-52	4xDS1 (6MM)	\$2,833.75	\$2,000
132-52	5xDS1 (7.5MM)	\$3,249.37	\$2,000
132-52	6xDS1 (9MM)	\$3,702.77	\$2,000
132-52	7xDS1 (10.5MM)	\$4,080.60	\$2,000
132-52	8xDS1 (12MM)	\$4,534.01	\$2,000
	DS3		
132-52	FRAC DS3 (6M)	\$2,833.75	\$6,000

132-52	FRAC DS3 (9M)	\$3,702.77	\$6,000
SIN	Product Description	GSA Monthly Port Price	Installation
132-52	FRAC DS3 (12M)	\$4,534.01	\$6,000
132-52	FRAC DS3 (15M)	\$5,214.11	\$6,000
132-52	FRAC DS3 (18M)	\$5,516.37	\$6,000
132-52	FRAC DS3 (22M)	\$5,818.64	\$6,000
132-52	FRAC DS3 (25M)	\$6,120.91	\$6,000
132-52	FRAC DS3 (28M)	\$6,423.17	\$6,000
132-52	FRAC DS3 (31M)	\$6,649.87	\$6,000
132-52	FRAC DS3 (34M)	\$6,952.14	\$6,000
132-52	DS3	\$7,556.68	\$6,000
GUAM and US VIRGIN ISLANDS			
	T-1		
132-52	56k	\$1,209.07	\$750
132-52	64k	\$1,209.07	\$750
132-52	128k	\$1,511.34	\$1,000
132-52	256k	\$2,115.87	\$1,000
132-52	384k	\$2,418.14	\$1,000
132-52	512k	\$3,022.67	\$1,000
132-52	768k	\$3,778.34	\$1,000
132-52	1024k	\$4,987.41	\$1,000
132-52	1536k	\$5,743.07	\$1,000
	MultiMeg		
132-52	2xDS1 (3MM)	\$9,823.68	\$2,000
132-52	3xDS1 (4.5MM)	\$13,979.85	\$2,000
132-52	4xDS1 (6MM)	\$17,758.19	\$2,000
132-52	5xDS1 (7.5MM)	\$21,158.69	\$2,000
132-52	6xDS1 (9MM)	\$24,181.36	\$2,000
132-52	7xDS1 (10.5MM)	\$26,448.36	\$2,000
132-52	8xDS1 (12MM)	\$28,715.37	2000

**TERMS AND CONDITIONS APPLICABLE TO
WIRELESS SERVICES (SPECIAL ITEM NUMBER 132-53)**

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Reference the **SPRINT WIRELESS SERVICES PRODUCT ANNEX** below.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system.

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

- (a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

Reference the Sprint pricelist for service plan descriptions

- (b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Reference the Sprint pricelist for service plan descriptions

- (c) Describe corporate volume discounts and eligibility requirements.

Reference the Sprint pricelist for service plan descriptions

1. BUSINESS PLAN FEATURES, POWERSOURCE™ DEVICES AND OPTIONS.

1.1 Wireless Voice Features.

- A. General.** Wireless voice Services are provided on the Sprint Networks. Wireless voice service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Wireless voice Services are not available on the Sprint 4G Network.
- B. Shared Minutes.** Customer must have a minimum of 2 Corporate-Liable Active Units in a Shared Minute group. All Corporate-Liable Active Units using the Shared Minutes option must subscribe to a Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Corporate-Liable Active Unit in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Corporate-Liable Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- C. Sprint® Mobile-to-Mobile.** "Sprint Mobile-to-Mobile" means voice calls from one Active Unit on the Nationwide Sprint Network or Nextel National Network to another Active Unit on the Nationwide Sprint Network or Nextel National Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network or Nextel National Network between Sprint and Nextel phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- D. Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Corporate-Liable Active Unit on a Business Plan with Anytime Minutes and add up to 5 additional Corporate-Liable Active Units (each, a "Secondary Line") to that Business Plan. The Additional Lines for Pooling option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- E. Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes for use for Corporate-Liable Active Units on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

- 1.2 Wireless Data Features.** Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint 3G Network, and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through www.sprint.com/coverage or by contacting Customer's Sprint Account Representative. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Access to the Sprint 3G Network or the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and other factors. Sprint also offers wireless data solutions over the Nextel National Network for select Products.

1.3 Nextel Direct Connect® Features.

- A. General.** Nextel Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Nextel Direct Connect transmissions. Nextel Direct Connect

transmissions do not work simultaneously with a voice call or with active wireless data transmissions from the same Product. Nextel Direct Connect service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Nextel Direct Connect Services are not available when Roaming and are not available on the Sprint 4G Network.

- B. Direct Connect®.** All Nextel Direct Connect Products are capable of making nationwide Direct Connect transmissions. If Customer intentionally disables "cross fleet" functionality for Nextel Devices, then Direct Connect service will work only with Customer's own Nextel Devices.
- C. Group Connect®.** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of either Nextel Devices or Sprint Devices.
- D. International Direct ConnectSM.** International Direct Connect is only available to Nextel Devices also subscribed to Direct Connect service. International Direct Connect currently includes both the ability to place Nextel Direct Connect transmissions from the United States to users outside the United States and the ability to place and receive Nextel Direct Connect transmissions from outside the United States in select countries.
- E. Direct SendSM.** Direct Send lets a user send a picture or contact information to another subscriber using the Nextel Direct Connect service. Direct Send is only available on select Nextel Devices.
- F. NextMail®.** NextMail allows a user to use Nextel Direct Connect minutes to record and send voice messages to any e-mail address. NextMail is only available on Nextel Devices.
- G. TalkgroupSM.** Talkgroup members must be from the same calling area and be established on the same fleet. Additionally, group members must be in their home calling area to initiate or receive Talkgroup transmissions. Talkgroup is only available for Nextel Devices and can include up to 200 total users. Emergency TalkgroupSM gives the group coordinator the ability to contact and preempt all other transmissions for group members.
- H. Priority Connect®.** Priority Connect allows users to preempt the use of Nextel National Network resources when placing and receiving Nextel Direct Connect transmissions. Priority Connect is available only to qualified customers (e.g. emergency "first responders") on specific Business Plans using Nextel Devices.
- I. Direct TalkSM.** Certain Nextel Devices are capable of direct two-way radio transmissions. Direct Talk transmissions do not use the Nextel National Network and require each user to have a Direct Talk-capable Nextel Device using the same radio channel.
- J. TeamDCSM.** TeamDC allows up to 35 nationwide group members (including the group creator), all using Sprint Devices, to participate in a Nextel Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission.
- K. Call Alert.** Call Alert allows a Nextel Direct Connect user to send a repeating alert to notify another Nextel Direct Connect user that the user would like to communicate. Users of Sprint Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
- L. DC Permissions.** DC Permissions allow a Nextel Direct Connect user to block/allow Nextel Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC

Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Devices.

M. SMS Messaging. Nextel Direct Connect users with Sprint Devices may be prompted to send a text or voice SMS message when a Nextel Direct Connect transmission is blocked (e.g. the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Nextel Direct Connect transmissions between two Sprint Devices when the recipient uses a single number for voice calls and Nextel Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

1.4 PowerSource™ Devices. PowerSource devices provide wireless voice and data Services over the Nationwide Sprint Network and Sprint 3G Network, and Nextel Direct Connect transmissions over the Nextel National Network. Voice and data service is only available in coverage areas of the Nationwide Sprint Network or Sprint 3G Network. Nextel Direct Connect service is only available in coverage areas of the Nextel National Network. Service features, functionality and plans vary by PowerSource device and may not be available in all markets. Active Units upgrading to a PowerSource device may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates.

1.5 Roaming. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate Service if a Corporate-Liable Active Unit user moves outside of the area covered by the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds: (1) voice: 800 minutes or a majority of minutes, or (2) data: 300 megabytes or a majority of kilobytes. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit www.sprint.com/coverage for details. Roaming is not available on the Nextel National Network or on the Sprint 4G Network.

1.6 Modification. Sprint may modify terms and features of a wireless Business Plan with written notice to Customer.

2. CHARGES, FEES AND CREDITS.

2.1 Monthly Recurring Charges. Sprint will bill Customer for Wireless Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan. Notwithstanding the foregoing, if Customer purchases Sprint 4G Services on a non-recurring charge basis (i.e., Customer pays a one-time charge for use of Sprint 4G Services for a limited time), Customer will be subject to the terms and conditions provided to Customer at the time of purchase.

2.2 Usage Charges.

A. Wireless Voice Usage.

(1) **General.** Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Networks is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer's voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the

respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time.

- (2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.
- (3) **Mobile Termination Charges.** Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

B. Wireless Data Usage.

- (1) **General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each separate session or each clock hour (at the top of each hour) if the session spans more than 1 clock hour. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.
- (2) **Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, text and numeric messaging are charged on a per message basis. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity. Text and numeric messaging are not available on the Sprint 4G Network.
- (3) **Premium Services Charges.** Access to, and downloading of, Premium Services is not included in the pricing in the Agreement. Charges for Premium Services will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for Premium Services. Even if Customer's Business Plan includes unlimited megabytes of data, Customer must still pay all charges associated with access or use of Premium Services. Customer may block Corporate-Liable Active Units from, or otherwise disable them from using, Premium Services provided by third-party content providers.

C. Nextel Direct Connect Usage.

(1) Nextel Direct Connect Transmissions.

- (a) A Nextel Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant

responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Nextel Direct Connect transmissions. After 6 seconds, Nextel Direct Connect airtime on a Nextel Device is rounded up to the next second for each transmission.

- (b) Airtime charges for Nextel Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.
- (c) For Nextel Devices, Direct Connect, International Direct Connect, Group Connect, Talkgroup, NextMail, and Direct Send minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

(2) **Nextel Direct Connect Call Alert Transmissions.** Sprint does not charge for sending or receiving Call Alerts. A user will initiate a new push-to-talk transmission by responding to a Call Alert, even if responding within 6 seconds of receiving the alert.

D. Roaming Charges. Voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage, unless Roaming is included in Customer's Sprint Business Plan. Domestic Roaming voice rates may be set out in Customer's pricing attachment. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international or by contacting Customer's Sprint Account Representative. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider.

2.3 Upgrade Charges. If Customer changes an Active Unit device to another device using Wireless Services, Sprint may charge Customer an upgrade charge per Active Unit changed.

2.4 Reactivation Fee. If Sprint terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit and Sprint may charge Customer a reactivation charge.

2.5 Credits for Redialed Calls. Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

3. BILLING AND AFFILIATES

3.1 Invoicing. Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Corporate-Liable Active Unit. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.

3.2 Account Changes. Customer-requested changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, Sprint will bill Customer for the entire month in which Wireless Service was cancelled. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

3.3 Customer Affiliates. If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise.

4. PROVISIONING AND RETURNS.

4.1 Shipping. Sprint will ship wireless Products to the delivery location specified in Customer's Order. Risk of loss to the wireless Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.

4.2 Nonconforming Products. Customer must return nonconforming wireless Products within 30 days of receipt or Customer will be deemed to have accepted the Products. Customer may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.

4.3 Returns. New and undamaged wireless Products may be returned to Sprint at Customer's expense within 30 days after the date the Product is purchased or as provided under state law. Customer is allowed one discretionary exchange or return for each new Product purchased; provided that Customer may not use the one discretionary exchange to change the color of a Product if the Product has been activated. Within 30 days of activation, Customer must: (A) contact its Sprint Account Representative or call Sprint Sales Support at 866-789-8292 for return instructions; (B) return the complete, undamaged Product, including all accessories, hardware, materials and package inserts that came with the wireless Product in the original Product packaging, with the original proof of purchase to the location provided by Customer's Sprint Account Representative or Sprint Sales Support; and (C) if Customer wishes to discontinue Service for the Product, request that Sprint deactivate Service. Sprint may change the return policy from time to time without notice. Upon Sprint's receipt of the returned wireless Product, Sprint will credit Customer's account for a full refund of the original Product purchase price and activation fee. For returns of wireless Products that are upgrades of an existing Customer Line, Customer will be responsible for all actual usage charges (including any related taxes, fees and surcharges) and Sprint may charge a \$35 restocking fee unless otherwise prohibited. For returns of wireless Products that are activated as new Customer Lines, Customer will be responsible for the following usage charges and any related taxes, fees and surcharges: (A) per minute/text/kilobyte usage charges (1) not included in Customer's voice or data plan, or (2) incurred after Customer exceeds Customer's Anytime Minute, text or data allowance; (B) premium content such as digital downloads, songs, games, applications, etc; (C) 3rd party billing; and (D) international charges. If Customer purchased a Product through a Sprint authorized dealer, additional dealer fees may apply.

5. INSURANCE. Customer may purchase insurance to protect against loss, theft or damage involving Customer's wireless Products. Coverage may not be available for all wireless Products and may involve a per claim deductible. Enhanced warranty coverage is available on some wireless Products. Insurance is provided by third party insurers and not by Sprint. If Customer selects coverage, Sprint will charge Customer a monthly premium per covered wireless Product, and Sprint will remit the premiums to the third party insurer on Customer's behalf. Insurance is not subject to any discounts. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.

6. WIRELESS PRODUCTS AND SERVICES POLICIES.

6.1 Lost or Stolen Wireless Product Policy. If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service charges associated with the Product before Customer notifies

Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating Wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.

- 6.2 Fraud Policy.** Customer will notify Sprint's Customer Care department immediately of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation of the incident. Sprint will attempt to contact Customer before interrupting Wireless Services in the case of suspected fraud.
- 6.3 Location Based Services.** If Customer downloads or accesses Location Based Services through Sprint wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its Employees using Corporate-Liable Active Units upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. **CUSTOMER WILL RELEASE SPRINT FROM ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY CORPORATE-LIABLE USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS.** Location Based Services are not available on the Sprint 4G Network
- 6.4 Premium Services Policies.** In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.
- 6.5 Business Plans and Features.** Certain wireless Products require specific Business Plans for operating on Sprint Networks or the Sprint 4G Network. Certain Business Plan features may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representatives.

7. WIRELESS SERVICE LIMITATIONS.

- 7.1 Telephone Numbers and Portability.** Sprint may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. **However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.** If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled Nextel Service or Sprint

Service. If Customer transfers a number to another carrier before the end of any minimum term commitment, Customer may be subject to early termination fees.

- 7.2 TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless device should not be relied on for 911 calls.
- 7.3 Pay-Per-Call Services.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 7.4 International Call Blocking.** Sprint will block international calling capability unless Customer expressly requests such capability for a Corporate-Liable Active Unit.
- 7.5 Caller ID.** Caller identification information may not be available for all incoming calls.
- 7.6 911 or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.
- 7.7 Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages.
- 7.8 Prohibited Network Uses.**
- A. General.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation.
- (1) Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.
- (2) Examples of Prohibited Data Uses.** Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network

connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, “auto-responders” or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint’s Wireless Services or other parties’ Internet-based resources, including, but not limited to, “denial of service” (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; provided that Customer’s Wireless Data Connection Devices on “unlimited” Business Plans will not be subject to the 5 GB/month data usage limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint’s sole discretion, violates Sprint’s policy of providing Service for individual use.

B. Unlimited Use Plans. Unless specifically stated otherwise, wireless Products on “unlimited” Business Plans are subject to the Prohibited Network Uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer’s Sprint Account Representative.

7.9 Compatibility of Wireless Products and Services. Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones have a software programming lock that protects certain of the handset’s operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer’s Sprint phones are available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

8. DEFINITIONS.

- 8.1 “Active Unit” or “Line”** means an active piece of wireless Product.
- 8.2 “Anytime Minutes”** means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.
- 8.3 “Applications”** include email, and data, information and other wireless Internet services.
- 8.4 “Business Plans”** are Sprint and Nextel wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.
- 8.5 “Corporate-Liable Active Unit” or “Customer Line”** means an Active Unit (a) activated by Customer for Customer’s end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.
- 8.6 “Domestic Roaming”** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 8.7 “Employee”** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person’s gross pay.
- 8.8 “Individual-Liable Active Unit” or “Employee Line”** means an Active Unit activated by an Employee and for which the Employee is financially responsible.

- 8.9** “**Location Based Service**” means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 8.10** “**MRC**” means monthly recurring charge.
- 8.11** “**Nationwide Sprint Network**” means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 8.12** “**Nextel Device**” means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.
- 8.13** “**Nextel National Network**” means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 8.14** “**Nextel Services**” means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 8.15** “**Nights and Weekends**” means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. “**Nights and Weekends at 6pm**” means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. “**Nights and Weekends at 7pm**” means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.
- 8.16** “**Premium Services**” means downloads and Applications, such as games, ringers and screen savers, available through wireless data Services that are above and beyond basic data usage.
- 8.17** “**Roaming**” means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 8.18** “**Sprint 4G Network**” means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 8.19** “**Sprint 4G Services**” means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.
- 8.20** “**Sprint Device**” means a Product that uses the Sprint 3G Network for Nextel Direct Connect service.
- 8.21** “**Sprint 3G Network**” means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 8.22** “**Sprint Networks**” includes the Nationwide Sprint Network, the Sprint 3G Network, and the Nextel National Network.
- 8.23** “**Sprint Service Provider Affiliate**” means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. “**Sprint Service Provider Affiliate Market**” means the regions of the United States covered by Sprint Service Provider Affiliates.

- 8.24** “**Sprint Services**” means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint 3G Network using CDMA technology.
- 8.25** “**Wireless Data Connection Device**” means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.
- 8.26** “**Wireless Services**” includes Nextel Services, Sprint Services, and Sprint 4G Services.

SIN 132-53 PRICELIST

VOICE SERVICE PLANS		
SIN	Product Description	Monthly GSA Price
	BUSINESS ESSENTIALS PLANS - All Plans include: Unlimited Nights and Weekends starting at 7PM, unlimited Mobile to Mobile, Unlimited Nationwide Nextel Direct Connect and Group Connect on all capable devices, Pooling, Domestic Roaming, Nationwide Long Distance, Voicemail, Caller ID, 3-way Calling, Numeric Paging, Call Forwarding (\$.20 per Min) and Call Waiting. Up to 5 0-minute plans can be added for each primary "core" plan on an account. Cell Overage \$.40 per minute	
132-53	400 Anytime Minutes	\$30.22
132-53	1000 Anytime Minutes	\$45.33
132-53	1400 Anytime Minutes	\$60.45
132-53	2000 Anytime Minutes	\$75.56
132-53	3000 Anytime Minutes	\$113.34
132-53	4000 Anytime Minutes	\$151.13
132-53	0 Anytime Minutes	\$18.89
132-53	Mobile to Office	\$6.05
	BUSINESS ADVANTAGE TALK PLANS - All Plans Include: Unlimited nights and weekends @ 7PM, unlimited Mobile to Mobile, unlimited Direct Connect and Group Connect, Voice Minute Pooling, No Roaming Charges, Nationwide Long Distance, Voicemail, Caller ID, 3-way Calling, Numeric Paging, Call Forwarding (\$.20 per Min) and Call Waiting. Cell Minute Overage \$.25 per minute	
132-53	200 Anytime Minutes	\$22.66
132-53	450 Anytime Minutes	\$30.22
132-53	900 Anytime Minutes	\$45.33
132-53	1350 Anytime Minutes	\$60.45
132-53	2000 Anytime Minutes	\$75.56
132-53	4000 Anytime Minutes	\$113.34
	BUSINESS ADVANTAGE MESSAGING PLANS - All Plans Include: Unlimited Text Messaging including Text, Picture and Video Mail, Unlimited nights and weekends @ 7PM, unlimited Mobile to Mobile, unlimited Direct Connect and Group Connect, Voice Minute Pooling, No Roaming Charges, Nationwide Long Distance, Voicemail, Caller ID, 3-way Calling, Numeric Paging, Call Forwarding (\$.20 per Min) and Call Waiting. Cell Minute Overage \$.25 per minute	
132-53	200 Anytime Minutes	\$30.22
132-53	450 Anytime Minutes	\$37.78
132-53	900 Anytime Minutes	\$52.89
132-53	1350 Anytime Minutes	\$68.00
132-53	2000 Anytime Minutes	\$83.12
132-53	4000 Anytime Minutes	\$120.90
132-53	Mobile to Office	\$6.05

SIN	Product Description	Monthly GSA Price
	BUSINESS ADVANTAGE MESSAGING AND DATA PLANS - All Plans Include: Any Mobile, AnytimeSM, Unlimited Text Messaging (Text, Picture and Video) and Unlimited Data including Web, GPS Navigation, Sprint TV Premier, Sprint Music Premier, Email, Unlimited nights and weekends @ 7PM, unlimited Mobile to Mobile, unlimited Direct Connect and Group Connect, Voice Minute Pooling, No Roaming Charges, Nationwide Long Distance, Voicemail, Caller ID, 3-way Calling, Numeric Paging, Call Forwarding (\$.20 per Min) and Call Waiting. Cell Minute Overage \$.25 per minute	
132-53	200 Anytime Minutes	\$45.33
132-53	450 Anytime Minutes	\$52.89
132-53	900 Anytime Minutes	\$68.00
132-53	1350 Anytime Minutes	\$83.12
132-53	2000 Anytime Minutes	\$98.23
132-53	4000 Anytime Minutes	\$136.01
132-53	Mobile to Office	\$6.05
	NEXTEL DIRECT CONNECT® SERVICE PLANS	
	Nextel Direct Connect® Only Plan	
132-53	Nextel Direct Connect® Only Plan - Plan is restricted to Corporate and Government liable subscribers. Qchat, PowerSource, and BlackBerry devices are ineligible. This is truly a Direct Connect only plan; cellular voice, data and messaging features are blocked. Additional service needs are redirected to Business Advantage Plans. International Direct Connect (\$0.20/min) and Talkgroup (\$0.15/min) are provisioned and charged at casual rates if an unlimited use buy-up is not purchased. Nextmail can be added but Nextmail Professional cannot due to the plan restrictions.	\$18.88

BUNDLED VOICE AND DATA SERVICE PLANS		
SIN	Product Description	Monthly GSA Price
VOICE AND DATA SERVICE BUNDLES		
132-53	CDMA Voice with Unlimited Blackberry and Text Bundle Includes: Business Essentials 400 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging - Additional charges apply for PictureMail, MMS and International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$50.37
132-53	CDMA Voice with Unlimited Blackberry and Text Bundle Includes: Business Essentials 1000 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging - Additional charges apply for PictureMail, MMS and International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$75.56
132-53	IDEN Voice with Unlimited Blackberry and Text Bundle Includes: Business Essentials 400 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Local & Nationwide Walkie-Talkie and Group Walkie-Talkie on enabled devices only (TalkgroupSM and International Walkie-Talkie are not included and will incur additional charges), Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging, 1-way and/or MMS based on device capability - Additional charges apply for International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$50.37
132-53	IDEN Voice with Unlimited Blackberry and Text Bundle Includes: Business Essentials 1000 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Local & Nationwide Walkie-Talkie and Group Walkie-Talkie on enabled devices only (Additional charges apply for TalkgroupSM and International Walkie-Talkie), Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging, 1-way and/or MMS based on device capability - Additional charges apply for International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$75.56
132-53	CDMA Voice with Unlimited Data and Text Bundle Includes: Business Essentials 400 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging - Additional charges apply for PictureMail, MMS and International Text messages), Custom Sprint PRO Pack (Data services in MBs, Data Access, Web Browsing, Sprint Mobile eMail, On Demand, Sprint Navigation and Active Sync) (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$50.37
SIN	Product Description	Monthly GSA Price

132-53	CDMA Voice with Unlimited Data and Text Bundle Includes: Business Essentials 1000 Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Shared Minutes, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging - Additional charges apply for PictureMail, MMS and International Text messages), Custom Sprint PRO Pack (Data services in MBs, Data Access, Web Browsing, Sprint Mobile eMail, On Demand, Sprint Navigation and Active Sync) (Voice Plan Overage \$.25/minute) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.)	\$75.56
	UNLIMITED VOICE AND DATA SERVICE BUNDLES	
132-53	CDMA Unlimited Voice with Unlimited Blackberry and Text Bundle Includes: Unlimited Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging and PictureMail - Additional charges apply for International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan. Customer may purchase an Unlimited Phone as Modem (PAM) attachable with this plan. Additional charges apply for international voice and data services.)	\$90.67
132-53	IDEN Unlimited Voice with Unlimited Blackberry and Text Bundle Includes: Unlimited Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Local & Nationwide Walkie-Talkie and Group Walkie-Talkie on enabled devices only (TalkgroupSM and International Walkie-Talkie are not included and will incur additional charges), Unlimited Nights & Weekends at 7PM, Nationwide Long Distance, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way, 1-way and/or MMS based on device capability - Additional charges apply for International Text messages), Unlimited Blackberry Email and Web Plan (Data services in MBs, Blackberry Email Internet or Blackberry browsing, Mobile Broadband 'MBB') (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan. Customer may purchase an Unlimited Phone as Modem (PAM) attachable with this plan. Additional charges apply for international voice and data services, and Nextel Direct Connect features not already included in this plan.)	\$90.67
132-53	CDMA Unlimited Voice with Unlimited Data and Text Bundle Includes: Unlimited Anytime Minutes, Unlimited Mobile to Mobile, Unlimited Nights & Weekends at 7PM, Nationwide Long Distance, Roaming, Caller ID, Voicemail, Unlimited Domestic Text Messaging (Includes 2-way text messaging and PictureMail - Additional charges apply for International Text messages), Unlimited Custom Sprint PRO Pack (Data services in MBs, Data Access, Web Browsing, Sprint Mobile eMail, On Demand, Sprint Navigation and Active Sync) (Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan. Customer may purchase an Unlimited Phone as Modem (PAM) attachable with this plan. Additional charges apply for international voice and data services.)	\$90.67

VOICE AND DATA VALUE ADDED FEATURE PLANS		
SIN	Product Description	Monthly GSA Price
132-53	Nextel Direct Connect Upgrade to International Walkie-Talkie (Available on Nextel and PowerSource phones only) (Casual usage rate is \$.20 per minute)	\$7.56
132-53	Sprint Worldwide Voice Plan - International roaming add-on (voice plan req'd) offering discounted voice rates while roaming in over 110 countries & US territories around the world. Available for Sprint Phones only (incl PowerSource). Provisioning handled by Sprint Worldwide Care Group. To view rates on Sprint.com go to: http://www.sprint.com/international . Provisioning via Sprint Worldwide Care: 1. 888-226-7212, opt 2 (in US) or 817-698-4199 (outside US) 2. Chat with us - link on sprint.com/international 3. Email us - link on sprint.com/international . Customers should contact Sprint Worldwide Care each time leave the country to ensure account is provisioned correctly.	\$3.77
	NOTE: Sprint Worldwide offers international travelers the ability to stay connected when outside of the United States. Travel-ready devices are available on CDMA, iDEN, or GSM networks and may be purchased, or rented. Country coverage is provided through roaming partners and may not be available everywhere. Country per-minute charges range from \$0.59 per minute to \$5.99 per minute. Certain restrictions and charges may apply. Refer to http://www.sprint.com/international for the most current per-minute rates and country coverage. Please contact your Sprint Sales representative for more information.	
132-53	Static IP Address (Public iDEN) - Allows for customer to purchase a static IP address to attach to their device. \$3/mo per IP address. Now available for 3G/4G dual mode plans.	\$2.27
132-53	Static IP Address (Standard CDMA) - Allows for customer to purchase a static IP address to attach to their device. \$3/mo per IP address. Now available for 3G/4G dual mode plans.	\$2.27
132-53	Nextel Web Plan (iDEN Only) - Web browsing plan only. Access to over 80 top wireless Internet sites like CNN.com, ABCnews.com, ESPN.com, CBS MarketWatch, The Weather Channel and more for news, weather & traffic, sports, finance, travel, entertainment and more.	\$3.78
	SHORT MESSAGING SERVICE (SMS) Text Messaging with a Voice Plan	
132-53	300 short text messages per month - International messages \$0.20 each and Pay As You Go image/audio messages at \$0.25 each	\$3.78
132-53	1000 short text messages per month - International messages \$0.20 each and Pay As You Go image/audio messages at \$0.25 each	\$7.56
132-53	Unlimited Short Message Service including PictureMail and Multi-Media Messages	\$15.11
	NEXTEL NEXTMAIL	
132-53	Nextel NextMail - NextMail combines the ability to send messages with the flexibility and global reach of e-mail. Customers can send NextMail messages worldwide, from anywhere on the Sprint Nextel Network - including the International Direct Connect® countries of Peru, Brazil, Mexico and Argentina - to anywhere a recipient can use a PC to access the internet. NextMail must be attached to an iDEN Business plan that includes Nextel Direct Connect access. Unless the customer selects a Sprint voice Business plan that includes Unlimited Nextel Direct Connect access, additional charges may apply.	\$5.67

SIN	Product Description	Monthly GSA Price
132-53	<p>Nextel NextMail Locator - NextMail combines the ability to send messages with the flexibility and global reach of e-mail, and Locator attaches Latitude/Longitude information and an interactive map showing the sender's location at the time the message was recorded. NextMail Locator service must be attached to and iDEN Business plan that includes Nextel Direct Connect access. Unless the customer selects a Sprint voice Business plan that includes Unlimited Nextel Direct Connect access, additional charges may apply.</p> <ul style="list-style-type: none"> - Standard MMS Messaging charges may apply while using service. - Customer must have and active IP address. If the customer does not have a data plan attachable that provides one, casual data rates may apply. - Nextel NextMail Locator service requires a GPS capable Nextel device. - iDEN customers are instructed to give privacy consent on sprint.com. Note that consent is not required in order for the service to work. (via "Manage GPS Consent" on the Settings & Passwords page). - PowerSource customers are instructed to give privacy consent on sprint.com. Note that consent IS required in order for the service to work. (via "GPS Privacy Manager" on the Settings & Passwords page). 	\$15.11
	CDMA WIRELESS DATA SERVICES	
132-53	Sprint PRO Pack Includes eMail via Microsoft Windows Mobile and Active Sync. Also includes: Unlimited Data Access, Unlimited Web Browsing, Unlimited Messaging (Text, Picture, Video), Sprint Mobile eMail, On Demand, Unlimited Sprint Navigation	\$22.67
132-53	Worldwide Data Plan - Data is for Windows Mobile and Palm OS. Utilizes Microsoft Direct Push technology via ActiveSync and Versamail. Limited to PDA/Smartphone devices. Phone as Modem is attachable for an additional charge.	\$52.89
132-53	Primary Data Plan (CDMA) - PDA/SmartPhone only. Web/Data Access and Active Sync. If voice services are used with this plan \$.20 cents/minute for voice calls plus \$.25/min for LD calls. Domestic off-network roaming calls are \$.69/min with an addtl \$.25/min for LD calls. No voice plan is required.	\$37.78
132-53	Phone as Modem attachable available only if purchased with the Sprint PRO Pack, BlackBerry data plan and Worldwide BlackBerry plan. 5GB monthly data usage and 300MB off-network roaming usage limitations apply.	\$11.34
	BLACKBERRY SERVICE PLANS	
132-53	BlackBerry® Unlimited MB usage - Includes Web access, wireless e-mail, and Phone As Modem. Not combinable with Data Packs. If no Voice Plan is attached then Voice is billed at \$ 0.20 cpm plus \$ 0.25 Long Distance and \$.069 Roaming.	\$37.78
132-53	WorldWide BlackBerry® Email and Web Plan International Data Roaming includes Unlimited BlackBerry email and web access in the US, Canada, and Mexico, Unlimited GSM/GPRS email and web access in all GPRS countries. If no Voice Plan is attached then Voice is billed at \$0.20 cpm plus \$0.25 Long Distance and \$0.69 Roaming.	\$52.89
	GPS NAVIGATION	
132-53	Sprint Mobile Locator - Allows managers and dispatchers to see the current location of an employee's phones on an internet-based map. For Nextel iDEN phones, requires MyNextel account- GPS enabled internet ready phone.	\$11.34

MOBILE BROADBAND DATA PLANS		
SIN	Product Description	Monthly GSA Price
NEXTEL IDEN WIRELESS DATA SERVICES		
132-53	2 MB Nextel Data Access Plan- \$3 upgrade to public IP address	\$6.42
132-53	5 MB Nextel Data Access Plan - \$3 upgrade to public IP address.	\$8.69
132-53	10 MB Nextel Data Access Plan - \$3 upgrade to public IP address.	\$12.47
WIRELESS CONNECTION CARD ONLY PLANS		
132-53	Mobile Broadband Connection Plan with 5GB total data usage per month, and then will charge \$0.05/MB for overage. Off-network roaming limited to 300MB/mo. MiFi Devices can be activated on this plan.	\$43.31
CDMA - Unlimited 3G/4G Connection Plan		
132-53	Unlimited 3G/4G Data Connection Plan - The 3G/4G Connection plan provides both EVDO and Sprint 4G data functionality in certain coverage areas of the United States. The Sprint 4G Network is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customers may visit www.sprint.com/coverage for current coverage areas and applicable wireless devices.	\$42.99

Unlimited 3G/4G Connection Plan Additional Terms

All pricing and available Megabytes (MBs) are the same whether Corporate-Liable active units use the Sprint 4G Network, the Sprint Mobile Broadband Network or the Nationwide Sprint Network. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, active units will first attempt to connect to the Sprint 4G network, then the Sprint Mobile Broadband Network and then will default to the Nationwide Sprint Network depending on coverage and network availability.

The 3G/4G Connection plan includes unlimited data usage on the Sprint 4G Network, the Sprint Mobile Broadband Network and the Nationwide Sprint Network; however, Sprint reserves the right to deny, terminate, disconnect, modify, or suspend wireless data service if a Wireless Data Connection Device on the 3G/4G Connection plan exceeds 300 MB/Month while Roaming or engages in the following prohibited uses; server devices or host computer applications, including but not limited to, disproportionate Web camera posts or broadcasts, automatic data feeds, automated machine-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines. Other Business Plan options for these types of Applications are available by contacting the customer's Sprint Account Representative.

Roaming is not available on the Sprint 4G network at this time.

Voice calls are not permitted and Premium Services content is not available with this Business Plan.

Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

SIN	Product Description	Monthly GSA Price
	3G/4G Embedded NetBook/Notebook Connection Plan	
132-53	CDMA - 3G/4G Embedded Connection Plan Premium Services for NetBook and Notebook Computers. Overage charges for additional data Usage over 5 GB is \$0.05 per MB, additional data Roaming usage above 300 MB is \$0.25 per MB	\$47.99

3G/4G Embedded NetBook/Notebook Connection Plan Additional Terms

The 3G/4G Embedded Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint sold 4G Network data-compatible embedded connection device. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

The 3G/4G Embedded Connection Plan includes unlimited data usage on the Sprint 4G Network and up to 5 GB/month aggregate data usage on the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

Monthly Recurring Charges are net of all discounts. If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 5 GB in total, or 300 MB while Roaming, Customer will be liable for the overage charges set forth as noted above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both 5 GB in total and 300 MB while Roaming.

Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used:

- (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting;
 - (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person;
 - (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines;
 - (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax;
 - (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user;
 - (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage);
 - (g) by a Wireless Data Connection Device in excess of:
 - (i) 5 GB/month in total,
 - (ii) 300 MB/month while Roaming, or
 - (iii) a majority of kilobytes while Roaming; or
 - (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- Roaming is not available on the Sprint 4G Network at this time.

Premium Services content is not available with this Business Plan.

Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and are incorporated into this Agreement.

Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

SIN	Product Description	Monthly GSA Price
	CDMA - 3G Tablet Plans	
132-53	CDMA - 3G Tablet Plan 2 GB Data Service Plan. Overage charges for additional data Usage over 2 GB is \$0.05 per MB, Data Roaming Limitation is 100MB, overage charges for additional data Roaming usage above 100 MB is \$0.25 per MB. Plan includes Unlimited Domestic Messaging.	\$29.99
132-53	CDMA - 3G Tablet Plan 5 GB Data Service Plan. Overage charges for additional data Usage over 5 GB is \$0.05 per MB, Data Roaming Limitation is 300MB. Overage charges for additional data Roaming usage above 100 MB is \$0.25 per MB. Plan includes Unlimited Domestic Messaging.	\$59.99

3G Tablet Plans Additional Terms

If Customer's data usage in a given month exceeds the plan limits set forth as noted above (2GB/100MB or 5GB/300MB), then Customer will be liable for the overage charges set forth above. Customer may be liable for both data services overage charges and data Roaming overage charges if Customer's usage in a given month exceeds both plan limits in the table above (2GB/100MB or 5GB/300MB).

All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.

Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding the plan limits in the table above (2GB/100MB or 5GB/300MB).

Unlimited Domestic Messaging includes text, picture, and video messages. Additional charges apply for international messaging

Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex. Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

SIN	Product Description	Monthly GSA Price
HTC EVO View 4G™ Tablet 3G/4G Plans		
132-53	HTC EVO View 4G™ Tablet 3G/4G Plan - Includes Unlimited Domestic Text Messaging, 3GB of 3G on-network monthly data allowance with \$0.05/MB overage rate, 100MB of 3G off-network monthly data allowance with \$0.25/MB overage rate, Unlimited 4G monthly data allowance.	\$45.33
132-53	HTC EVO View 4G™ Tablet 3G/4G Plan - Includes Unlimited Domestic Text Messaging, 5GB of 3G on-network monthly data allowance with \$0.05/MB overage rate, 300MB of 3G off-network monthly data allowance with \$0.25/MB overage rate, Unlimited 4G monthly data allowance.	\$60.44
132-53	HTC EVO View 4G™ Tablet 3G/4G Plan - Includes Unlimited Domestic Text Messaging, 10GB of 3G on-network monthly data allowance with \$0.05/MB overage rate, 300MB of 3G off-network monthly data allowance with \$0.25/MB overage rate, Unlimited 4G monthly data allowance.	\$90.67
HTC EVO View 4G™ Tablet 3G/4G Bundled Plans		
132-53	HTC EVO View 4G™ Tablet 3G/4G Bundled Plan - Includes Unlimited Domestic Text Messaging, 3GB of 3G on-network monthly data allowance with \$0.05/MB overage rate, 100MB of 3G off-network monthly data allowance with \$0.25/MB overage rate, Unlimited 4G monthly data allowance.	\$35.25
132-53	HTC EVO View 4G™ Tablet 3G/4G Bundled Plan - Includes Unlimited Domestic Text Messaging, 5GB of 3G on-network monthly data allowance with \$0.05/MB overage rate, 300MB of 3G off-network monthly data allowance with \$0.25/MB overage rate, Unlimited 4G monthly data allowance.	\$50.37
132-53	HTC EVO View 4G™ Tablet 3G/4G Bundled Plan - Includes Unlimited Domestic Text Messaging, 10GB of 3G on-network monthly data allowance with \$0.05/MB overage rate, 300MB of 3G off-network monthly data allowance with \$0.25/MB overage rate, Unlimited 4G monthly data allowance.	\$80.59

HTC EVO View 4G™ Tablet 3G/4G Plans Additional Terms

The HTC EVO View 4G™ Tablet 3G/4G Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint sold 4G Network data-compatible embedded connection device. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

The HTC EVO View 4G™ Tablet 3G/4G Plan includes unlimited data usage on the Sprint 4G Network and up to 5 GB/month aggregate data usage on the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

Monthly Recurring Charges are net of all discounts. If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 5 GB in total, or 300 MB while Roaming, Customer will be liable for the overage charges set forth as noted above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both 5 GB in total and 300 MB while Roaming.

Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed

below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used:

(a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting;

(b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person;

(c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines;

(d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax;

(e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user;

(f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage);

(g) by a Wireless Data Connection Device in excess of:

(i) 5 GB/month in total,

(ii) 300 MB/month while Roaming, or

(iii) a majority of kilobytes while Roaming; or

(h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

Roaming is not available on the Sprint 4G Network at this time.

Premium Services content is not available with this Business Plan.

Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex and are incorporated into this Agreement.

Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

SIN	Product Description	Monthly GSA Price
	HTC EVO View 4G™ Tablet 3G Only Plans	
132-53	HTC EVO View 4G™ Tablet 3G Only Plan - Messaging Not Included, 1GB of 3G on-network monthly data allowance with \$0.05/MB overage rate, 100MB of 3G off-network monthly data allowance with \$0.25/MB overage rate, 4G Not available.	\$20.14
132-53	HTC EVO View 4G™ Tablet 3G Only Plan - Messaging Not Included, 2GB of 3G on-network monthly data allowance with \$0.05/MB overage rate, 100MB of 3G off-network monthly data allowance with \$0.25/MB overage rate, 4G Not available.	\$30.22

HTC EVO View 4G™ Tablet 3G Only Plans Additional Terms

If Customer's data usage in a given month exceeds the plan limits set forth, then Customer will be liable for the overage charges set forth above. Customer may be liable for both data services overage charges and data Roaming overage charges if Customer's usage in a given month exceeds both plan limits in the plan description.

All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.

Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding the plan limits in the plan description.

Additional charges apply for domestic and international messaging.

Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

	WIRELESS DATA ACCESS PLANS	
SIN	Product Description	Monthly GSA Price
	CDMA WIRELESS DATA ACCESS PLANS (3G)	
132-53	Sprint Data Access Plan - 5GB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$75.56
132-53	Sprint Data Access Plan - 2GB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$45.33
132-53	Sprint Data Access Plan - 1GB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$41.55
132-53	Sprint Data Access Plan - 500MB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$37.78
132-53	Sprint Data Access Plan - 100MB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$33.24
132-53	Sprint Data Access Plan - 50MB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$30.22
132-53	Sprint Data Access Plan - 25MB - \$0.001 / KB Overage. The 25MB plan is the minimum plan that should be used in a wireless backup solution utilizing devices such as the Airlink Raven X, Cisco 3G HWIC or Digi ConnectPort router. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$18.88

SIN	Product Description	Monthly GSA Price
132-53	Sprint Data Access Plan - 10MB - \$0.0003 / KB Overage. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router. For Non-Data Link or Data Link customers, with simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR).	\$15.11
132-53	Sprint Data Access Plan - 5MB - \$0.003 / KB Overage. The 5MB plan is recommended for handheld devices expecting to use 3-5 MBs of data per month. It should not be used in a wireless backup solution because of the higher overage rate. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$12.84
132-53	Sprint Data Access Plan - 2MB - \$0.003 / KB Overage. The 2MB plan is recommended for handheld devices expecting to use 1-3 MBs of data per month. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$8.30
132-53	Sprint Data Access Plan - 1MB - \$0.003 / KB Overage. The 1MB plan is recommended for handheld devices expecting to use 1-3 MBs of data per month. It should not be used in a wireless backup solution because of the higher overage rate. Provides basic data access for Sprint-certified modems, routers, embedded devices, OEM & customized handhelds, Symbol and Intermec devices, etc. No voice plan is required. These plans may be used in Wireless WAN scenarios utilizing devices such as the Cisco 3G HWIC, Airlink Raven X modem and Digi ConnectPort router.	\$6.79

	COVERAGE ENHANCEMENT PLANS	
SIN	Product Description	Monthly GSA Price
	AIRRAVE SERVICE PLANS	
132-53	AIRAVE Coverage Only (Mandatory) - The AIRAVE is available only within Sprint markets. Before selling the device, please refer to the Zip Code Lookup Tool at www.sprint.com/airavezip to ensure a customer's zip code is eligible for the AIRAVE. Does not support iDEN, Boost Mobile, or Nextel Direct Connect (HPPTT).	\$3.77
132-53	AIRAVE Single Line Unlimited (optional) - The AIRAVE is available only within Sprint markets. Before selling the device, please refer to the Zip Code Lookup Tool at www.sprint.com/airavezip to ensure a customer's zip code is eligible for the AIRAVE. Does not support iDEN, Boost Mobile, or Nextel Direct Connect (HPPTT).	\$7.56
132-53	AIRAVE: Multi Line Unlimited (optional) - The AIRAVE is available only within Sprint markets. Before selling the device, please refer to the Zip Code Lookup Tool at www.sprint.com/airavezip to ensure a customer's zip code is eligible for the AIRAVE. Does not support iDEN, Boost Mobile, or Nextel Direct Connect (HPPTT).	\$15.11

MOBILE APPLICATION SOLUTIONS		
SIN	Product Description	Monthly GSA Price
ACTSOFT COMET TRACKER		
132-53	<p>Advanced Wireless Forms - CDMA only</p> <p>With Advanced Wireless Forms, you can build a wireless version of your paper forms and take it on the road using something your organization already has: wireless phones. Build simple or sophisticated electronic forms that include: Decision Logic, Text instructions, Multiple Choice, Multiple Selection, Barcode Scanning, Yes/No or True/False Fields, Drop-Down List, Signature Capture, Image Capture. You can transmit form data from the field back to the office, instantly and accurately so that you can review, sort, export, print your data in easy to read formats.</p> <p>Data access plan required.</p> <p>One time \$20 set up fee required.</p>	\$10.08
132-53	<p>Actsoft Comet Tracker - CDMA only</p> <p>Comet Tracker is a robust, highly effective GPS-based business management solution. It is a client based system with web access, so Comet Tracker can live behind a client's firewall for extra customization and additional security. Comet Tracker automates nearly every part of the work flow. It allows clients to increase route efficiency using live tracking and mapping, eliminate unauthorized vehicle use, encourage safe driving techniques, be alerted when "stop times" are exceeded, clock-in/out from the field, reduce excessive overtime and paperwork, improve response times by locating closest vehicle, "Drag-n-Drop" dispatch jobs immediately to any employee, geofence specific areas – with customized polygons up to 30 points, be alerted when drivers speed, transmit photos from the field, capture signatures and transmit immediately, and monitor and limit engine idling. The options also available to see clear detail on satellite maps, generate scheduled or on-demand reports, provide a Panic Button for emergency situations, and manage inventory with wireless speed and accuracy.</p> <p>Data access plan is required.</p> <p>One time \$20 set up fee is required.</p>	\$12.85
132-53	<p>Comet Mobile Worker - CDMA only</p> <p>Add-on module to Comet Tracker to have the whole package, including: invoicing, job costing, and inventory management. It provides everything Comet Tracker offers, plus additional features that allow for total workflow automation: On-the-spot invoicing, immediate electronic data transfer, work order sequencing for routing efficiency, the ability to schedule recurring work orders, create and keep worker profiles (to identify Specialties, Licenses, Skill Sets, etc.), and view assigned and scheduled work for all employees on one calendar.</p> <p>Actsoft Comet Tracker required.</p>	\$12.85
132-53	<p>Advanced Forms Module - CDMA only</p> <p>If you already own Comet Tracker, you can simply add this module to your subscription to gain access to all of the Advanced Wireless Forms capability.</p> <p>Actsoft Comet Tracker required.</p>	\$5.29

SIN	Product Description	Monthly GSA Price
132-53	Actsoft Comet Tracker Lite - CDMA only The solution does not require software on the handset, but rather uses the Comet Tracker backend system to request GPS info for the device as long as the phone is on. The solution provides simple GPS tracking with an array of features including: 6 location queries per hour, near live tracking and mapping, geofencing capability, and individual or group history reports.. Data Access Plan is not required. One time \$20 set up fee is required.	\$15.07
	TELENAV TRACK PRODUCTS	
132-53	TeleNav GPS Navigator - Unlimited routes of phone-based visual and audible turn-by-turn driving directions. Must have JAVA and GPS enabled phone. Please see www.sprint.com/navigation for Nextel Phones or Sprint and PowerSource Phones for handset initiated GPS.	\$7.56
132-53	TeleNav Track Lite - TeleNav Track LITE allows customers to locate and monitor mobile workers using network-based tracking TeleNav Track LITE does not require an application on the handset, making it easy to deploy and compatible with a wide range of handsets and devices. TeleNav Track LITE includes voice timesheets and geo-fence timesheets, but does not support certain features of TeleNav Track such as job dispatching, wireless forms and GPS navigation. Unlimited routes, requires the purchase of a Data Access Plan or Data Pack. A one-time set up fee of \$24.99 will be charged per phone.	\$17.37
	TeleNav Track- application for certain Sprint GPS-enabled devices contains all features of TeleNav Lite plus additional Features	
132-53	TeleNav Track Standard - TeleNav Track Standard allows customers to locate and monitor mobile workers, reporting location as frequently as 1 per minute. TeleNav Track Standard also provides customizable maps for administrators, geofencing and wireless timecards, speeding and stop alerts, messaging and remote start. TeleNav Track Standard requires a Java application and GPS on the device. TeleNav Track Standard does not support certain features of TeleNav Track such as job dispatching, wireless forms and GPS navigation. A one-time set up fee of \$24.99 will be charged per phone.	\$11.33
132-53	TeleNav Track Premium - TeleNav Track Premium allows customers to locate and monitor mobile workers, reporting location as frequently as 1 per minute. TeleNav Track Premium also provides customizable maps for administrators, geofencing, wireless timecards, two-way messaging, mileage tracking, job dispatch and management, wireless forms, hot key alert and GPS navigation. TeleNav Track Premium requires a Java application and GPS on the device. A one-time set up fee of \$24.99 will be charged per phone.	\$21.15
132-53	TeleNav Fleet Module - TeleNav Fleet Navigation adds truck-specific navigation using the most up-to-date road network information including support for 18-wheelers. TeleNav Fleet is an add on to Telenav Track Premium and is compatible only with iDEN devices. Unlimited routes, requires the purchase of a Data Access Plan or Data Pack.	\$7.56
132-53	TeleNav Route Optimizer Module - TeleNav Route Optimization integrates route management features into TeleNav Track Premium that allows customers to optimize multi-stop routes or delivery schedules and is fully integrated into the dispatch and scheduling functions. Route Optimization is an add-on to TeleNav Track Premium.	\$18.88

SIN	Product Description	Monthly GSA Price
132-53	<p>TeleNav Asset/VehicleTracker - TeleNav Asset Tracker provides an effective and inexpensive way to track and locate high value, mobile assets. With Vehicle Tracker, professionally installed GPS modems provide accurate location info along with important details like speed, prolonged stops and more. A one-time set up fee of \$24.99 will be charged per phone.</p> <p>NOTE: Asset Tracker Requires Sprint \$11 Asset Tracking Data Plan and purchase of AnyData ATG-100D device direct from AnyData. Vehicle Tracker requires data access plan, \$3 Public IP and hardware directly purchased from GoMRM.</p>	\$16.62

	SPRINT MOBILE INTEGRATION	
	Reference the Sprint Mobile Integration Product Annex	
SIN	Product Description	Monthly GSA Price
	SPRINT MOBILE INTEGRATION	
132-53	Sprint Mobile Integration - Avaya - Sprint Mobile Integration with Avaya allows a business to extend the functionality of their premise-based Avaya Communications Manager to their mobile phones. SMI has a 50 user minimum and the customer must sign a supplement to their wireless services agreement. Requires a voice Business Essentials or Business Advantage Plan on a CDMA or PowerSource Phone. A Sprint data Plan or Sprint text messaging Plan is not required. May not be compatible with all bundled messaging and data plans. Sprint Convergence Design team must be engaged to confirm the prospective customer meets the criteria for Sprint Mobile Integration with Avaya.	\$4.99
132-53	Sprint Mobile Integration - Cisco - Sprint Mobile Integration with Cisco allows a business to extend the functionality of their premise-based Cisco Unified Communications Manager (CUCM) to their mobile phones. SMI has a 50 user minimum and the customer must sign a supplement to their wireless services agreement. Requires a voice Business Essentials or Business Advantage Plan on a CDMA or PowerSource Phone. A Sprint data Plan or Sprint text messaging Plan is not required. May not be compatible with all bundled messaging and data plans. Sprint Convergence Design team must be engaged to confirm the prospective customer meets the criteria for Sprint Mobile Integration with Cisco.	\$4.99
132-53	Sprint Mobile Integration - Tango - Sprint Mobile Integration with Tango allows a business to extend the functionality of their Tango certified PBX/Centrex to their mobile phones. SMI has a 50 user minimum and the customer must sign a supplement to their wireless services agreement. Requires a voice Business Essentials or Business Advantage Plan on a CDMA or PowerSource Phone. A Sprint data Plan or Sprint text messaging Plan is not required. May not be compatible with all bundled messaging and data plans. Sprint Convergence Design team must be engaged to confirm the prospective customer meets the criteria for Sprint Mobile Integration with Tango.	\$4.99

SPRINT MOBILE INTEGRATION PRODUCT ANNEX

The following terms and conditions in this Sprint Mobile Integration Product Annex (“Annex”), together with the applicable Sprint service agreement (“Agreement”), govern Sprint’s provision of Sprint Mobile Integration to Customer. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement. If a conflict exists between the terms and conditions in this Annex and the Agreement, the Agreement will control.

1. PRODUCT DESCRIPTION

- 1.1 General.** Sprint Mobile Integration is powered by Cisco, Avaya or Tango Abrazo solutions and extends select features and functionality of Customer’s premise-based PBX(es) (“Communications Manager”) to Customer’s Sprint Mobile Integration-enabled Sprint Phones and PowerSource™ Phones (“Mobile Integration Phones”). Depending on Customer’s Sprint Mobile Integration design (“Design”), Sprint Mobile Integration may utilize multiple Communications Managers and a mixture of Cisco, Avaya or Tango Abrazo solutions.

- A. One Phone Number.** Calls to a user's Enterprise Phone number (the "Mobile Integration Phone Number") will ring simultaneously to the user's Mobile Integration Phone if Customer selects the simultaneous ring option.
- B. One Integrated Voicemail System.** Customer may use one voicemail system based on Customer's enterprise voicemail system for managing calls that ring to Customer's Enterprise Phone or to Customer's Mobile Integration Phones. Sprint voicemail is disabled on Mobile Integration Phones. Voicemail messages left on a Mobile Integration Phone or an Enterprise Phone are routed to Customer's voicemail system. Sprint does not provide voicemail with Sprint Mobile Integration.
- C. Mid-Call Transfer.** Users of Mobile Integration Phones may seamlessly move live calls to and from their associated Enterprise Phones.
- D. Call Pick-Up.** Users of Mobile Integration Phones may answer live calls either on their Enterprise Phone or Mobile Integration Phone.
- E. Check In / Check Out.** Users of Mobile Integration Phones may disable or enable simultaneous ringing.
- F. Class of Control.** Users of Sprint Mobile Integration may have enterprise PBX restrictions applied to incoming or outgoing calls.
- G. Outbound Routing Diversity.** Users of Sprint Mobile Integration will have mobile to PSTN calls routed through the Nationwide Sprint Network.
- H. Wireless Only.** Users of Sprint Mobile Integration may have a mobile phone without an Enterprise Phone.

1.2 PBX Features. Sprint Mobile Integration includes the following PBX Features:

- A. Abbreviated Dialing.** Customer may use abbreviated dialing directly from a Mobile Integration Phone to contact another individual on Customer's Communications Manager or another Mobile Integration Phone within Customer's enterprise. Abbreviated dialing typically uses the same dial pattern as abbreviated calls dialed from Customer's Communications Manager (i.e., 4, 5, 6, 7 or 8 digits).
- B. Enterprise Phones.** Customer may eliminate Enterprise Phones and still have Communications Manager functionality from Customer's Mobile Integration Phones.

2. CUSTOMER RESPONSIBILITIES

2.1 Equipment

- A. Required Equipment.** In order to receive the benefits of Sprint Mobile Integration, Customer must work with Sprint and the applicable Cisco, Avaya or Tango Networks professional services teams, or the professional services team of a Sprint-approved value added reseller, to install and configure the following required Customer premise based equipment:
 - (1) For Sprint Mobile Integration with Cisco, a Cisco Unified Communications Manager release 6.1.2-1000-13 or later 6.X release that is Sprint qualified to operate with Sprint Mobile Integration and a Cisco Unified Border Element ("CUBE") that is Sprint qualified to operate with Sprint Mobile Integration. Customer's Sprint account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.
 - (2) For Sprint Mobile Integration with Avaya, an Avaya Communication Manager 5.0 or higher and SIP Enablement Services 5.1. Customer's Sprint Account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.
 - (3) A SIP connection (cable) from Customer's Cisco or Avaya equipment to the CUBE, if such connection is included in the Design.
 - (4) For Sprint Mobile Integration with Tango Abrazo, one of the following Sprint-qualified IP PBXes, or another IP PBX that becomes Sprint-qualified in the future: Nortel SL-100;

Nortel DMS-100; Nortel MCS5200 9.1; Nortel MCS5100 3.5; Nortel CS1000 4.5, 5.0 or 5.5; Nortel2000 SN09 or SN10; Cisco CM 4.1, 5.1, 6.1 or 7.0; Cisco UCME 7.1; Avaya CM 4.0 or 5.0; Alcatel OXE 7.1; Broadsoft Broadworks R14; Broadsoft (Sylantro) Synergy Release 4; Microsoft OCS R2 w/Exchange; Asterisk 1.2 or 1.4; or Mitel 3000. Customer's Sprint account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.

- B. Equipment Location.** Any proposal by Customer to place any of the equipment described in subsection A in a location outside of the United States must be approved in advance by Sprint, acting in its sole discretion.
 - C. Wiring and Cabling.** Customer's local area network (LAN) must be compatible with Sprint Mobile Integration. Customer is solely responsible for all inside wiring, LAN switches or routers, and devices used in connection with Sprint Mobile Integration.
 - D. Sprint Mobile Integration-Enabling Equipment.** Sprint will advise Customer on specific devices and models of equipment approved for use with Sprint Mobile Integration based on Customer's chosen features. Sprint sells equipment under the terms of the Sprint Equipment Sales Product Annex as posted at www.sprint.com/ratesandconditions. If Customer does not wish to purchase enabling equipment, Sprint will suggest third-party financing options.
- 2.2 Third Party Licenses.** If Customer is using a Cisco Unified Communications Manager, then Customer must obtain a Device License Unit. If Customer is using an Avaya Communication Manager, then Customer must obtain appropriate EC500 and Communication Manager licenses. Customer must obtain an Abrazo E gateway software Right to Use (hardware optional) for the Abrazo E hardware to be located on Customer's premise and the Abrazo C hardware to be located in Tango's data center.
- 2.3 Data Access and Virtual Local Area Network (VLAN).** In order to use Sprint Mobile Integration, Customer must purchase Sprint Global MPLS Service. Pricing for Sprint Global MPLS Service is not included in the monthly recurring charge for Sprint Mobile Integration. Sprint will accommodate the appropriate endpoint mapping for the integration of the Mobile Integration Phones with Customer's Communications Manager. In addition, for Tango Abrazo implementations, Customer must also purchase the Sprint Global MPLS VPN VAS Half-Tunnel service to facilitate the connection between the Abrazo E hardware and the Abrazo C hardware.
- 2.4 Addressing.** Customer must supply the Media Access Control addresses of the session initialization protocol (SIP) phones in service. Customer also must supply public IP addresses for each gateway device. If a Customer-managed router is placed in front of a Sprint managed SIP proxy device, Customer must point the Simple Network Management Protocol (SNMP) community string of that router to a Sprint-provided IP address to enable Sprint to manage the SIP proxy device. Customer-managed routers must enable "quality of service" to prioritize voice traffic throughput.
- 2.5 Customer Premise Media Gateway or CUBE Location.** Customer must provide Sprint with the location for each Customer Premise Media Gateway ("Media Gateway Location") and CUBE ("CUBE Location"). The Media Gateway Location, and if included in the Design, CUBE Location, must consist of a valid, verifiable street address and additional premises information. Any proposal by Customer to position a Media Gateway Location outside the United States will be subject to approval by Sprint, acting in its sole discretion. Customer must update the Media Gateway Location or CUBE Location with Sprint whenever Customer changes the physical location of a Customer Premise Media Gateway or CUBE.
- 2.6 Help Desk.** Customer must direct all support calls to Customer's internal helpdesk or telecom manager for triage. Sprint may refuse support calls from persons other than Customer's designated network administrators.

3. SPRINT RESPONSIBILITIES

- 3.1 Implementation.** Sprint's implementation processes for each of Customer's Communications Managers include:
- A. Network Assessment.** Sprint will perform a network assessment of Customer's existing network and equipment and develop a design statement prior to installation.
 - B. Radio Frequency Assessment.** Sprint will perform a Radio Frequency ("RF") assessment prior to installation to ensure that each Customer location has adequate RF coverage to utilize Sprint Mobile Integration.
 - C. Wireline and Wireless Set Up and Call through Testing.** Sprint will set up the appropriate software and hardware configurable parameters at the point of the Customer enterprise where Sprint Mobile Integration has been installed and the infrastructure completed, and will provide functional testing to confirm the Service delivery aspects of Sprint Mobile Integration.
 - D. Training Materials.** Sprint will make a user guide available to Customer's telecom managers.
- 3.2 Service Maintenance.** In order to maintain the quality of Sprint Mobile Integration, Sprint will perform preventative maintenance and software updates to the network.
- A. "Scheduled Maintenance"** is performed for functions such as hardware and software upgrades and network optimization. Sprint will perform Scheduled Maintenance at times that are anticipated to minimize disruption of Customer's service and activity. Sprint will use commercially reasonable efforts to provide advance notice of all Scheduled Maintenance.
 - B. "Demand Maintenance"** may occur as a result of unexpected events and is performed when Sprint Mobile Integration elements are in jeopardy. Sprint will perform Demand Maintenance at its discretion. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.
- 3.3 Customer Support.** Sprint will provide the following Customer support in connection with Sprint Mobile Integration:
- A.** Tier 1 Help Desk support for Customer's telecom manager;
 - B.** Logging of the enterprise trouble ticket;
 - C.** Basic troubleshooting;
 - D.** Escalation with Sprint's vendors, if required; and
 - E.** Fielding features and functionality questions from Customer's telecom managers.

4. TERMINATION

- 4.1. Third Party Support.** In addition to other rights of the parties to terminate under the Agreement, Sprint may terminate Sprint Mobile Integration in whole or in part on 30 days' prior written notice if Sprint is unable to secure continued third-party support for Sprint Mobile Integration.
- 4.2. Second Line Calling.** For Sprint Mobile Integration with Cisco, the Mobile Integration Phone Number appears on the Enterprise Phone as a second line. Customer is prohibited from originating calls from this second line. If Sprint determines that Customer is originating calls from the second line, Sprint reserves the right to notify Customer and terminate Sprint Mobile Integration.

5. DEFINITIONS

- 5.1. "Enterprise Phone"** means a user's enterprise desk phone or soft phone.
- 5.2. "Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.

- 5.3. **“Nextel National Network”** means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 5.4. **“Nextel Services”** means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 5.5. **“PowerSourceTM Phone”** means a device that provides wireless voice and data Services over the Nationwide Sprint Network (using CDMA technology) and Nextel Direct Connect® Services over the Nextel National Network (using iDEN technology).
- 5.6. **“PSTN”** means the public switched telephone network.
- 5.7. **“Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint.
- 5.8. **“Sprint Phone”** means a wireless device activated on the Nationwide Sprint Network.
- 5.9. **“Sprint Services”** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network using CDMA technology.

EMERGENCY RESPONSE TEAM GO-KIT™ PLANS		
Reference the ERT G-Kit™ Product Annex		
SIN	Product Description	Monthly GSA Price
EMERGENCY RESPONSE TEAM GO-KIT™ PLANS		
132-53	ERT Go-Kit™ : Monthly ERT Number Reservation Fee - At-The-Ready Plan, 24x7x365 Live Support Agency Hotline, Dedicated ERT Deployment Manager, customized phonebook programming, labeling and charging of your devices prior to shipping ERT Go-Kit (one time cost included). For additional information, review the EMERGENCY RESPONSE TEAM GO-KIT PRODUCT ANNEX.	\$6.30

EMERGENCY RESPONSE TEAM GO-KIT™ PRODUCT ANNEX

1. **PROVISION OF SPRINT PRODUCTS AND SERVICES.** All terms and conditions in this Emergency Response Team Go-Kit Product Annex (“Annex”) together with the Sprint GSA IT Schedule 70 contract number GS-35F-0329L (“Agreement”) under which Customer is purchasing the Emergency Response Team Go-Kit(s) (“ERT Go-Kit(s)”) apply to and govern Sprint’s provision of the ERT Go-Kit(s) which Customer purchases from Sprint pursuant to this Annex unless otherwise specified. Terms not otherwise defined in this Annex will have the meanings set forth in the Agreement.
2. **ERT Go-Kit PROGRAM.** As part of its long standing relationship with the law enforcement and public safety communities and with the many private sector entities that rely on business continuity, assist in disaster relief, recovery operations and pre-planned events, Sprint has developed the Emergency Response Team Go-Kit™ Program (“ERT Go-Kit Program”) whereby it has developed the ERT Go-Kit™ series of products. ERT Go-Kits™ consist of customized short-term communication solutions for those organizations and entities involved in business continuity, disaster relief, recovery operations and pre-planned events. ERT Go-Kits consist of pre-activated iDEN and CDMA phones, smartphones, 3G data cards and ruggedized Storm Cases™ as ordered by Customer. Each device in an ERT Go-Kit is active and ready for immediate use. Usage minutes will apply; refer to Section 11.3 for rates.
3. **PROGRAMMING.**
 - 3.1 Sprint will program Products pursuant to Customer’s reasonable requirements prior to shipping the ERT Go-Kits™. Customer must provide the programming requirements to Sprint (in electronic form as prescribed by Sprint) no later than fourteen (14) days prior to shipment of the ERT Go-Kits™ to Customer. If Sprint does not receive programming requirements, Customer’s order will be deemed incomplete, and Sprint will not process Customer’s ERT Go-Kits until programming is received.
 - 3.2 Programming will be completed by Sprint one-time at no cost prior to the initial shipment of the ERT Go-Kits to Customer. If Customer requests re-programming, or a change in programming, prior to shipment, then the shipment date may be delayed and an additional processing fee per Product will apply.
 - 3.3 Upon shipment of the ERT Go-Kits™, all additional or future programming needs will be the sole responsibility of Customer. At Customer’s request, and at Sprint’s sole and absolute discretion, Sprint may reprogram Products after the ERT Go-Kits have been shipped to Customer, however, Customer will be required to return Products to Sprint at Customer’s expense and pay an additional reprogramming fee to Sprint.

4. **CUSTOMER SERVICE.** Products will be active when shipped to Customer. If Customer experiences any service problems and requires assistance, it may contact Sprint's ERT Agency Support Hotline at 888-639-0020 (or 254-295-2220 for Government Emergency Telephone System ("GETS") users) for assistance. Sprint's ERT Agency Support Hotline will be staffed 24 hours per day, 7 days per week, and 365 days per year.
5. **DAILY USAGE AND FEES.**
 - 5.1 Customer will be charged a Monthly ERT Number Reservation Fee for each Product, to reserve telephone and/or direct connect numbers.
 - 5.2 Customer may request international calling capability by contacting Sprint's ERT Agency Support Hotline at 888-639-0020 (or 254-295-2220 for GETS users). Additional monthly recurring fees and per minute international rates for usage (based on country called) will apply. For more information on International Capabilities, see www.sprint.com/international.
 - 5.3 Application Loading Fee (optional). Customer may request that Sprint load additional applications to its ERT Go-Kit Products, however a one-time application configuration and loading fee per device will apply.
 - 5.4 Please see Section 11 of this Annex and the GSA Schedule pricing sheet for fees and usage charges.
 - 5.5 Notwithstanding any other terms of the Agreement, and as determined in Sprint's sole and absolute discretion, Customer may receive a separate bill or invoice for ERT products and services.
6. **LOCATION BASED SERVICES.** Upon Customer's request, and prior to original shipment of Products, Sprint will configure the Products to include Customer's preferred location based services application(s), if any. Sprint or third-party providers may assess additional fees for certain Location Based Services, including application purchase price, application-loading fees, and monthly recurring charges.
7. **RETURN OF ERT GO-KITSTM.** Notwithstanding the terms described in the Agreement, sales of ERT Go-KitsTM and related Products are final upon shipment to Customer. Sprint reserves the right, in its sole and absolute discretion, to accept returns of any ERT Go-Kits and related Products on a case-by-case basis within thirty (30) days of Customer's receipt of such equipment. Customer will be responsible for all shipping and processing charges related to any returns of ERT Go-Kits and Products.
8. **EXIT FROM ERT GO-KITTM PROGRAM.**
 - 8.1 Any Products and ERT Go-Kits purchased by Customer may be removed from the ERT Go-KitTM Program at any time upon 30 days written notice to Sprint, whereby all Products purchased by Customer pursuant to the ERT Go-Kit Program will no longer be subject to the ERT Go-Kit rate plan described in this Annex and listed on the GSA Schedule. Any monthly number reservation or usage fees paid by Customer pursuant to the ERT Go-Kit Program prior to the date of termination will not be refunded by Sprint either in whole or in part. Upon exit from the ERT Go-Kit Program, any previously reserved telephone numbers and Direct Connect numbers may be disconnected immediately and will no longer be available for reassignment by Customer.
 - 8.2 Once Customer has fully exited its ERT Go-Kit Program account, a three (3) month waiting period will be required prior to Customer reentering the ERT Go-Kit Program. Sprint reserves the right, in its sole and absolute discretion, to allow re-entry of Products into the ERT Go-KitTM Program prior to the (3) month waiting period on a case by case basis. Further, upon reentering the ERT Go-Kit Program, Customer will be required to pay monthly number reservation Fees for any Products purchased.

9. **PURCHASE ORDERS.** All Purchase Orders and/or credit card authorization forms for ERT Go-Kit and related Products and Services shall be delivered to Sprint's Emergency Response Team by email, or facsimile at email: ERTRequests@sprint.com; or facsimile: 913-523.2097. All shipping costs for ERT Go-Kits and related Products ordered by Customer shall be paid by Customer as described on Customer's invoice. In all other respects, with the exception of Returns described in Section 7 of this Annex and point of contact information for Purchase Orders described in Section 9 of this Annex, Customer Purchases and Orders shall be subject to the terms of the Agreement.
10. **TRAINING.** Sprint will provide to Customer training regarding Products, Services, and ERT Go-Kits as mutually agreed by the parties. Sprint may charge additional costs or fees for such training.
11. **ERT GO-KIT VOICE AND DATA RATE PLANS**
- 11.1 Customer may select from the voice and data rate plans listed in this Annex and on the GSA Schedule contract. Unless otherwise stated in this Annex, plan pricing in this Annex and on the GSA Schedule contract reflects net of all discount .
- 11.2 **ERT Go-Kit Equipment Pricing.**

ERT Go-Kit™ Device Pricing		
Item	Unit Price	Details/Comments
iDEN, CDMA, or PowerSource Phone		Company's Sales Representative to provide price
3G/4G Dual Air Card		Company's Sales Representative to provide price. Currently, the ERT Go-Kit™ program will only activate and provision 3G Air Card data on any 3G/4G dual Air Card devices. 4G Air Card data cannot be supported in ERT Go-Kits™ until further notice.
Router		Company's Sales Representative to provide price
Accessories – Batteries, car battery charger, headset, etc.		Company's Sales Representative to provide price

ERT Go-Kit™ Storm Case™ Pricing		
Item	Unit Price	Details/Comments
5 or 10 device Ruggedized Storm Case™	\$220.00	Includes: Ruggedized Storm Case™ w/o wheels & foam inserts
30 Unit Ruggedized Storm Case™ with wheels	\$330.00	Includes: Ruggedized Storm Case™ with wheels, foam inserts & accessory containers
50 Unit Ruggedized Storm Case™ with wheels	\$375.00	Includes: Ruggedized Storm Case™ with wheels, foam inserts & accessory containers

11.3 ERT Go-Kit Number Reservation, Set-up and Usage Fees.

ERT Go-Kit™ Number Reservation and Set Up Fees		
Service	Unit Price	Details/Comments
Monthly ERT Number Reservation Fee	See GSA Schedule Pricelist	Billed Monthly to Reserve Phone/Direct Connect Numbers
ERT Go-Kit™ Processing	\$0.00 (at the initial sale and prior to receiving ERT Go-Kit™)	Inventory and Kitting of Devices/Accessories is included for free at the time of initial sale and prior to Customer receiving ERT Go-Kit™
ERT Go-Kit™ Re-Programming Fee (if applicable) NOT ON PRICING SHEET	\$10.00 (see comments)	Programming is done one time only for free at the time of initial sale. If Customer changes its programming requirements prior to shipment but after the programming of the devices has been completed, the shipment date will be delayed and Sprint ERT will charge an additional \$10 processing fee per device. Upon shipment of the ERT Go-Kits™, all additional or future programming needs becomes the responsibility of Customer. Sprint ERT will not make any programming changes after the Devices have been shipped.
One-Time Application Loading Fee (Optional)	\$25.00	One Time Application Registration and Set Up Fee per unit/handset. Only required with optional Location Based Services (LBS) and other data applications offering. – see www.sprint.com for a full list of available applications. One-Time application fee will apply if Customer would like application of choice configured by ERT at time of initial sale and prior to Customer receiving ERT Go-Kit™

ERT Go-Kit™ Daily Usage Fees		
Domestic Direct Connect and Group Connect	\$.06/minute	Domestic Private & Group Connect* billed monthly based on usage. (*Group Connect is billed per minute multiplied by the number of users involved in the Group Connect.)
Domestic Cellular Calling (Includes Domestic Long Distance)	\$.06/minute	Domestic Cellular Calling (including Domestic Long Distance) billed monthly based on usage.
Handset Data	\$.50/MB	Handset data billed monthly based on usage.
One-Time Application Loading Fee (Optional)	\$25.00	Location Based Services (LBS) and other applications available. See www.sprint.com for a full list of available applications. One-Time application fee will apply if Customer would like application of choice configured by ERT at time of initial sale and prior to customer receiving ERT Go-Kit™
2-Way Text Messaging	\$.15/text message	2-Way Text Messaging billed monthly based on usage.
3G/4G Dual Air Card	\$.25/MB	3G Air Card data billed monthly based on usage. Usage fees not to exceed \$150 per user in a billing cycle. Currently, the ERT Go-Kit™ program will only activate and provision 3G Air Card data on any 3G/4G dual Air Card devices. 4G Air Card data cannot be supported in ERT Go-Kits™ until further notice.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Sprint Communications Company, L.P. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

Marianne Adams
Sr. Contract Administrator
Sprint Nextel Corporation
12502 Sunrise Valley Drive
Reston, VA 20196
703-592-8759(voice)
703-433-8798 (fax)
Marianne.Adams@sprint.com

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act
____ (Ordering Activity) ____ and ____ (Contractor) ____ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **ordering activity that works better and costs less.**

Signatures

ORDERING ACTIVITY

DATE

CONTRACTOR

DATE

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

***SPECIAL BPA DISCOUNT/PRICE**

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.